

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:

**CEDRIC LAVON BILLUPS, SR. AND
DONNA MARIE BILLUPS**

Debtors

**CEDRIC LAVON BILLUPS, SR. AND
DONNA MARIE BILLUPS**

Plaintiffs,

V.

**PHH MORTGAGE CORPORATION;
RESIDENTIAL FUNDING CO., LLC;
STELIS, LLC; PARTNERS FOR
PAYMENT RELIEF DE II, LLC; and
ARBELAEZ INVESTMENTS LLC,**

Defendants.

CHAPTER 13

Case No. 19-45049

Adversary No. 20-04011-elm

**REPLY IN SUPPORT OF DEFENDANT
PARTNERS FOR PAYMENT RELIEF DE II, LLC'S
MOTION FOR CONTINUANCE OF TRIAL DOCKET CALL AND RELATED DATES**

Defendant Partners for Payment Relief DE II, LLC, (“PPR” or “Defendant”) files this its *Reply in Support of its Motion for Continuance of Trial Docket Call and Related Dates* (the “Motion”), and respectfully shows the Court as follows:

I.

1. There is no urgency to proceed to trial. Plaintiffs Cedric Lavon Billups, Sr. and Donna Marie Billups (“Plaintiffs”) admit in their live pleading, filed as recently as September 7, 2020, that they are no longer living in the subject property. *See ECF No. 71, p.26, ¶98*. Plaintiff

Plaintiffs in their Response seem to believe that by proceeding to trial earlier that they will know whether or not they need to renew their residential lease agreement, which expired in February 2021. *See ECF No. 114, p.2, ¶8.* Even if trial did not proceed in December, Plaintiffs make no account for post-trial motions and appeals, which would certainly delay the enforceability of any final judgment. *See* B.R. 9023 (deadline for motions for new trial are 14 days after entry of judgment); B.R. 8002 (deadline of 14 days after entry of final judgment or denial of motion for new trial, whichever occurs later, for filing notice of appeal to district court); B.R. 7062 (judgments are generally not enforceable until 14 days after entry).

2. A new defendant, Stelis, LLC, was added to the case in Plaintiffs' First Amended Complain, *See ECF No. 71, p.3, ¶7.* Stelis, LLC, has not yet appeared in the case. Another defendant added in Plaintiffs' Second Amended Complaint, Residential Funding Company, LLC, has not yet appeared in the case. In their suit, Plaintiffs challenge the assignment of the subject mortgage loan agreement from Stelis, LLC, to PPR as void. *See ECF No. 71, p.22.* As such, Stelis, LLC, is a necessary party to the case. "Federal courts consistently hold that a party to an agreement in dispute is an indispensable party under Fed. R. Civ. P. 19(a) in a suit seeking to rescind, annul, or interpret that agreement." *Quoting Altava Health Mktg, Ltd. v. Shortgrass, Inc.*, No. H-04-873, 2005 U.S. Dist. LEXIS 47895 *26 (S.D. Tex. 2005). Plaintiffs have apparently attempted to serve Stelis, LLC with process in a number of ways, but none of which would be proper. As a foreign corporation doing business in the State of Texas that has not maintained an agent for service in Texas, service of process needs to be made on the Texas Secretary of State. *See Pyote Well Serv., LLC v. Hudson Specialty Ins. Co.*, No. 11-17-00147-CV, 2018 Tex. App. LEXIS 8316 *4 (Tex. App.—Eastland Oct. 11, 2018, pet. dismissed).

3. This case is only nine months old and has been pending throughout the Covid-19

pandemic. It would be just and right to allow new counsel sufficient time to learn this case so that it may be properly litigated.

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully requests that the Court continue the deadlines in this matter for at least sixty (sixty) days and for such pleading to become a part of the record in this cause. Defendant further requests any other relief, in law and in equity, to which Defendant is entitled.

Respectfully submitted,

By: /s/ Mark D. Cronenwett
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CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2020, a true and correct copy of the foregoing was served in the manner described below on the following:

Via ECF Notification

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